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AGREEMENT

Made this 29th day of September, 1997, by and between Don Ho, Inc., t/a District Liquors ("the Licensee"), Leslie Miles ("the Protestant"), and Advisory Neighborhood Commission 2F and the Blagden Alley Association ("the Community Organizations").

WITNESSETH

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control (ABC) Board is the Licensee's renewal application for a Class "A" license for premises 1211 11th Street, N.W., ABC Application #47; and

WHEREAS, the parties desire to enter into an agreement commemorating certain understandings regarding the Licensee's operating plans;

NOW, THEREFORE, in consideration of the premises above recited, and the covenants and promises set forth below, the parties agree as follows:

1. The Licensee will maintain adequate lighting around the perimeter of its establishment, including the rear corner at the alley and parking lot. Said lighting will be operable from dusk to dawn daily. In the event a light bulb burns out or breaks, the Licensee will replace same within 24 hours. Should the lighting system fail for any other reason, the Licensee will repair same within one (1) week.

2. The Licensee will string a metal cable through installed posts around its parking lot, rendering said parking lot inaccessible to automobiles from closing time until reopening

time for business every day, including Sundays and holidays.

3. The Licensee will engage an off-duty uniformed Metropolitan Police Officer, or private security guard, to patrol the parking lot and adjoining space in an effort to prevent use of these areas for public drinking, urination, loitering and other crimes. The police officer/security guard will patrol the areas above-described a minimum of ten (10) hours per week, randomly scheduled. The police officer/security guard will have unauthorized parked cars ticketed, and the Licensee will have said cars promptly towed. The requirements of this provision shall commence immediately upon execution hereof and expire one (1) year from the date of this agreement. Upon expiration, the parties will revisit the issues presented by this provision.

4. The licensee will install a camera monitoring system at the rear of the parking lot, above the trash dumpsters, affording constant surveillance of the parking lot from inside the store. Said camera monitoring system will be installed within ninety (90) days hereof. The monitoring system will be in use whenever the store is open. All unlawful activity observed will be stopped or reported to the police.

5. In the event that prosecution for violations of D.C. law requires the testimony of the licensee's principals or employees, then the licensee will comply with any formal notice from the prosecutor's office to produce evidence or present testimony.

6. The Licensee will remove all graffiti from the exterior walls of the premises within fifteen (15) days hereof and will use best efforts to maintain the exterior walls in a graffiti-free condition.

7. The Licensee will remove all signs for tobacco products from the exterior of the premises, provided, however, that the tobacco products advertising contained on the billboard affixed to the exterior wall will remain until the current contractual obligation expires (on or about March 31, 1998).

8. The Licensee will substitute the "District Liquors" sign on the front of the premises with a smaller sign, which design is to be consented to by protestant. Protestant shall not unreasonably withhold her consent. The new sign will be erected within 90 days hereof.

9. In the event any party deems the Licensee to be in violation of any commitments contained herein, then said party shall notify the Licensee and permit same (10) days thereafter to cure any alleged violation. Failure to so notify will not release the Licensee from its obligation hereunder.

10. The parties further agree that the above agreed to provisions are conditions of the license and any failure of the Licensee to adhere to the forgoing commitments will constitute grounds for the parties to petition the ABC Board for issuance of an order to show cause pursuant to 23 D.C.M.R. §1513.5, or to protest any renewal or transfer of its license.

11. In consideration of, and in reliance upon, the commitments reflected in paragraphs numbered 1 through 10 above, the Protestant withdraws, hereby, her protest of the Licensee's pending renewal application. Furthermore, the Protestant and the Community Organizations, in reliance upon the Licensee's continued compliance with the terms herein, agree not to protest any subsequent applications to renew the license based upon the grounds addressed by this agreement, or for the reason that there is an over-concentration of liquor licenses.

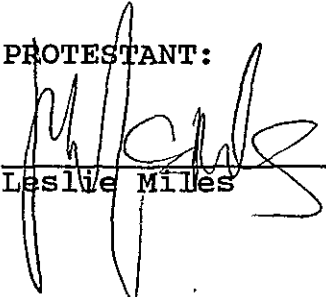
IN WITNESS WHEREOF, the parties affix hereto their hands and seals on the year and day first above-written.

DON HO, INC.

By: 

Hyung Kim, President

PROTESTANT:


Leslie Miles

COMMUNITY ORGANIZATIONS:

ADVISORY NEIGHBORHOOD
COMMISSION 2F

By: 

Blagden Alley Association

By: 

By authorization
of Greg Melcher,
President

By vote
Oct 8, 1998

P-File

**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:)	
)	
Don Ho, Inc.)	
t/a District Liquors)	
)	
Application for a Retailer's)	Case No. 47-97049P
License Class A - renewal)	
at premises)	
1211 - 11th Street, N.W.)	
Washington, D.C.)	
)	

Leslie Miles, Single Member District Commissioner 2F05, Advisory Neighborhood Commission 2F, Protestant

Michael Fonseca, Esquire, on behalf of the Applicant

**Before: Barbara L. Smith, Chair
Dennis Bass, Member
Allen Beach, Member
Mary Eva Candon, Member
Laverne King, Member
Duane Wang, Member
Eydie Whittington, Member**

ORDER ON WITHDRAWN PROTEST

This matter, having been protested, came before the Board for a public hearing on June 11, 1997 in accordance with D.C. Code Section 25-115 (c)(5)(1995 Supp.), providing for remonstrants to be heard. Leslie Miles, Single Member District Commissioner 2F05, Advisory Neighborhood Commission 2F, filed a timely protest letter.

The official records of the Board reflect that the parties have now reached an Agreement which has been reduced to writing, and has been properly executed and filed with the Board. (See Agreement dated September 29, 1997.) Pursuant to that Agreement, the Protestant has agreed to withdraw the opposition provided, however, that the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

Don Ho, Inc.
t/a District Liquors
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Accordingly, it is this 12th day of November 1997, **ORDERED** that:

1. The opposition of Leslie Miles, Single Member District Commissioner 2F05, Advisory Neighborhood Commission 2F, be, and the same hereby, is **WITHDRAWN**;
2. The above-referenced Agreement, dated September 29, 1997, be, and the same hereby, is **INCORPORATED** as part of this Order;
3. The application of Don Ho, Inc. t/a District Liquors for a retailer's license class A - renewal at premises 1211 - 11th Street, N.W., be, and the same hereby, is **GRANTED**; and,
4. Copies of this Order shall be sent to the Protestant and the Applicant.

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD


BARBARA L. SMITH, CHAIR


DENNIS BASS, MEMBER

ALLEN BEACH, MEMBER

MARY EVA CANDON, MEMBER


LAVERNE KING, MEMBER


DUANE WANG, MEMBER

EYDIE WHITTINGTON, MEMBER